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DECLARATIONS OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
PILOT BUTTE PARK DEVELOPMENT
PHASES I THROUGH V

These Covenants, Conditions and Restrictions are made this FIRST day of FEBRUARY, 1995, by JERRY L. KNIGHTEN CONSTRUCTION COMPANY, INC. and GARRITH D. PERRINE and LINNEA L. PERRINE, hereinafter referred to as "Declarant", as owner of the real property in the City of Bend, Deschutes County, State of Oregon, described in Exhibit "A", attached hereto and incorporated by reference herein.

The property described in Exhibit "A", and not Exhibit "B", is hereby subject to these Covenants, Conditions and Restrictions and will be known as Pilot Butte Park Development Phases I through V, hereinafter referred to as Pilot Butte Park.

Pilot Butte Park is being developed as a residential community. Except where this Declaration for Pilot Butte Park conflicts with any applicable government municipal regulations, this Declaration shall be binding upon all property subject to this Declaration and its Owners and their successors in interest as set forth herein. In the event any of the development standards or use restrictions of this Declaration should conflict with a more restrictive standard or requirement of the applicable City of Bend ordinance shall apply.

Section 1. DEFINITIONS

1.1 Subdivision: The term "Pilot Butte Park" shall mean all property made subject to this Declaration.

1.2 Declarant: The term "Declarant" shall mean Jerry L. Knighten Construction Company, Inc., and Garrith D. Perrine and Linnea L. Perrine, or their successors in interest.

1.3 Block: The term "Block" shall mean those areas designated as Blocks or subdivisions or partition maps according to the records of Deschutes County.

1.4 Lot: The term "Lot" shall mean each Lot described on a subdivision plat or partition map to any alteration thereof as may be made by a valid lot line adjustment.

1.5 Declaration: The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Pilot Butte Park Development Phases I through V.

1.6 Homesite: The term "Homesite" shall mean a Lot as defined herein.

1.7 Owner: The term "Owner" shall mean and refer to either all holders of fee title to any Lot, or any other person or persons entitled to possession of the Lot pursuant to a contract or lease.

1.8 Improvements: The term "Improvements" shall include, but not be limited to, any buildings, outbuildings, private roads, driveways, parking areas, fences and barriers, retaining walls and stairs, decks, hedges, windbreaks, planting, planted trees and shrubs, signs, storage areas and all other structures or exterior landscaping, vegetation or ground cover of every type and every kind above the land surface.

1.9 Streets: The term "Streets" shall mean any street, highway or other thoroughfare within or adjacent to Pilot Butte Park Development Phases I through V and shown on any recorded subdivision or partition map, or survey map of record, whether designated thereon as street, boulevard, place, drive, road, terrace, way, lane, circle or otherwise.

1.10 Association: The term "Association" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the Pilot Butte Park Development Phases I through V and the jurisdiction of the Association.

1.11 Common Easement Areas: The term "Common Easement Area" shall mean that portion of the easements shown on the plat or plats of Pilot Butte Park Development Phases I through V. Said Common Easements Areas shall be dedicated to the Association for common use to be used for landscaping, fencing, signage, utilities and for any other useful purposes for the conveniences of all Owners in the subdivision as determined by the Association of Declarant. The Common Easement Areas shall be and are hereby dedicated to the Association in perpetuity.

Section 2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PILOT BUTTE PARK DEVELOPMENT PHASES I THROUGH V

2.1 General Declaration Creating Pilot Butte Park Development Phases I through V:

Declarant hereby declares that all of the real property located in Deschutes County, Oregon, described in Exhibit "A", and not Exhibit "B", is and shall be hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to this Declaration. All of said Restrictions are declared and agreed to be established with the purpose of protecting the desirability and attractiveness of said real property and every part thereof. All of the Covenants, Conditions and Restrictions of Pilot Butte Park Development Phases I through V run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Declarant and all Owners and their successors in interest as set forth in this Declaration.

2.2 Addition of Other Real Property by Grantor:

(a) Declarant may, at any time during the term of this Declaration, add all or a portion of any land now or hereafter owned by Declarant to the property which is covered by this Declaration, and upon recording of a notice of addition of real property, as set forth below, the provisions of this Declaration specified in said notice shall apply to such added land in the same manner as if it were originally covered by this Declaration. Thereafter, to the extent this Declaration is made applicable thereto, the rights, powers and responsibilities of Declarant and Owners of parcels within such added land shall be the same as in the case of the land described in Exhibit "A".

(b) The Notice of addition of real property referred to above shall contain at least the following provisions:

(1) A reference to this Declaration stating the date of recording and the recording information where the Declaration is recorded.

(2) A statement that the provisions of this Declaration or some specified part thereof shall apply to such added real property.

(3) A legal description of such added real property.

(4) Such other or different covenants, conditions and restrictions as Declarant shall, in its discretion, specify to regulate and control the use, occupancy and improvement of such added real property.

Section 3. ARCHITECTURAL REVIEW COMMITTEE

3.1 Responsibility: The Architectural Review Committee will be responsible for the approval of plans and specifications for the development of any building, structure or other improvements on any Lot, including landscaping.

3.2 Membership: The Architectural Review Committee shall consist of any three (3) members and shall initially be composed of Jerry L. Knighten and Robin D. Knighten and Garrith D. Perrine and Linnea L. Perrine. A majority of the committee may designate a representative to act for it. In case of death or resignation of any member of the committee, the remaining member or members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed by said members. In the event that the deaths or resignations of all members of the committee shall occur without successors having been appointed, the majority of the Owners shall have full power to designate successors.

3.3 Action: Except as otherwise provided herein, a majority of the Architectural Review Committee shall have power to act on behalf of the committee without the necessity of a meeting and without the necessity of consulting the remaining members of the committee. The committee may render its decisions only by written instrument setting forth the actions taken by the members consenting thereto.

3.4 Failure to Act: In the event the committee, or its designated representative, fails to approve or disapprove plans and specifications within thirty (30) days after the same have been submitted to it in writing, or in any event, if no suit to enjoin the construction has been commenced before completion, approval will not be required and these provisions shall be deemed to have been fully complied with.

3.5 Nonwaiver: Consent by the Architectural Review Committee to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

3.6 Liability: Neither the Architectural Review Committee nor any member thereof shall be liable to any Owner for any damage, loss, prejudice suffered or claimed on account of any action or failure to act of the committee or any member thereof, provided that the members acted in accordance with actual knowledge possessed by them, and that they acted in good faith.

Section 4. RESTRICTIONS

4.1 Occupancy: No Owner shall occupy, use or permit his Lot or any part thereof to be used for any purpose other than that of a personal residence, whether rented or personally occupied. Exception: One suitable unit may be retained by the Owners or their agents for the purpose of operating a sales office for the Pilot Butte Park Development Phases I through V.

4.2 Improvements: Each Lot within Pilot Butte Park shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard. Yards must be improved and landscaped not later than six months from occupancy. Landscaping shall be professionally maintained to insure its intended beauty.

4.3 Approval Required: No Improvements, as defined in Section 1.8 above, shall be erected, placed, altered, maintained, or permitted to remain on any land subject to this Declaration until final plans and specifications have been submitted to and approved in writing by the Architectural Review Committee.

4.4 Appearance: All garbage, trash, cuttings, refuse, garbage and refuse containers, clothes drying apparatus and other service facilities located on the Lot shall be screened from view in a manner approved by Declarant.

4.5 Construction and Alteration: Nothing shall be altered or constructed in or removed from or placed on a Lot except with the prior written consent of the Architectural Review Committee.

4.6 Nuisances: No obnoxious, offensive or commercial activity or pursuit shall be carried on upon any Lot therein nor shall anything be done thereon which may be an annoyance or nuisance to the other Owners. Boundary fences, walls or hedges must be kept in good condition and repair. Lawns must be cut sufficiently and maintained year round so that they do not become eyesores and detrimental to the values of other properties. Trees and shrubs shall be trimmed and pruned and not allowed to encroach on any other Lot, sidewalk or street.

4.7 Signs: No sign of any kind shall be displayed to public view on or from any Lot without the Declarant's prior written consent, provided, however, that an Owner may display not more than one (1) "for sale" sign per Lot. Said sign shall be limited in size to not more than four (4) square feet.

4.8 Exterior Lighting or Noise Making Device: No exterior lighting or noise making device shall be placed on a Lot or any portion thereof without the prior written consent of the Architectural Review Committee.

4.9 Antennas: No television antenna, radio antenna, satellite antenna or other device shall be placed on a Lot without the prior written consent of the Architectural Review Committee.

4.10 Limitation on Transfer: No Owner shall transfer either by conveyance, contract of sale or lease any interest in his Lot which would result in ownership of such Lot being held by more than ten (10) persons.

4.11 Mobile Homes: No house Trailer, mobile home, tent, shack, barn or other similar outbuilding or structure, whether permanent or temporary, shall be erected or placed on any Lot.

4.12 Utilities: No above-ground utilities, pipes or wires shall be used to connect improvements with supplying facilities.

4.13 Parking: A minimum of two (2) parking places must be provided for each Lot. No extended parking on any street shall be allowed by any house trailer, travel trailer, boat trailer, camper or incapacitated motor vehicle. No boats, trailers, buses, motor homes, commercial vehicles, trucks larger than one (1) ton, disabled vehicles or other similar vehicles shall be parked or stored on any Lot or in any street in a position whereby said vehicles will be visible from the street or from the homes on other Lots.

4.14 Fence, Sign and Utility Easements: Declarant hereby reserves a nonexclusive easement as shown on the official plat of Pilot Butte Park Development Phases I through V for the purpose of the installation, maintenance and repair of a fence, entrance sign, utilities and a rock or brick sign standard. Construction will be of such material as Declarant, in its sole discretion, shall deem appropriate. No Owner shall make any repair, change or alteration of these improvements without the prior written approval of the Declarant, Architectural Review Committee or Association.

4.15 Utilities Easement: Certain Lots within Pilot Butte Park Development Phases I through V are subject to a utility line easement reserved for the benefit of the City of Bend as the same is shown on the official plats of property subject to this Declaration. This is a nonexclusive easement for the installation, maintenance and repair of underground utilities. No improvement or structure of any kind, except a boundary fence, shall be permitted on the easement. Any landscaping or fencing placed upon the easement strip shall be done only in accordance with any applicable standards established by the City of Bend. Neither the City of Bend nor Declarant shall be responsible for restoring any landscaping or fencing in the event the City of Bend is required to enter upon the easement for the purposes set forth herein.

4.16 Lot Area, Width, Setback Lines: Lot area, width and setback lines shall be in accordance with the requirements of the applicable Deschutes County Zoning and Use Regulations and as shown on the face of the Plat.

4.17 Livestock, Poultry and Pet: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided and as shown on the face of the Plat.

4.18 Sight Distance at Intersection: On a corner Lot, no fence, wall or shrub planting which obstruct sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.

The same sight line limitations shall apply on all Lots within the first ten (10) feet of a street right-of-way line. No trees shall be permitted to remain within such distances unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

4.19 Walls and Fences: No wall or fence of any height shall be constructed on any Lot without prior approval of the Architectural Review Committee or Association.

4.20 Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. No prefabricated or mobile home shall be permitted on any Lot unless approved in writing by the Architectural Review Committee or Association.

4.21 Licensed Contractors: No amateur home building will be allowed on any Lot. The principal structure on each Lot shall be constructed by a licensed building contractor only.

4.22 Firearms and Related Activity: No firearm, crossbow, bow and arrow or air gun, including without limitation, BB type or pellet guns, whether for purposes of hunting or target practice, shall be used within the subdivision.

4.23 Clothes Drying Area: No portion of any Lot shall be used as a drying or hanging area for laundry of any kind where it can be viewed from any street or adjacent house.

4.24 Water and Sewer Supply: No individual water supply system or sewage disposal system shall be permitted on any Lot.

4.25 Severability: Invalidity of any use of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

4.26 Construction may not be pre-fabrication type.

4.27 Any and all storage or garage areas must be a part of the original construction and attached to the house.

4.28 All exterior and roof treatments are to be natural color or earth tones to blend into the natural setting. Architectural composition tile or shake roofs.

4.29 All utilities must be place underground prior to beginning construction.

4.30 No outside burning of debris, garbage or paper incineration will be permitted within the development.

4.31 Lots may not be subdivided.

Section 5. EFFECT OF DECLARATION

The Covenants, Conditions and Restrictions of this Declaration shall run with the land included in Pilot Butte Park Development Phases I through V and shall bind, benefit and burden each Lot in Pilot Butte Park Development Phases I through V including any additions thereto. The terms of this Declaration shall inure to the benefit and shall bind Declarant, all successors and assigns of Declarant and all Owners of any Lot in Pilot Butte Park Development Phases I through V their successors, assigns, heirs, administrators, executors, mortgagees, lessees, invitees or any other party claiming or deriving any right, title or interest or use in or to any real property in Pilot Butte Park Development Phases I through V. The use restrictions set forth in Section 4 of this Declaration shall be binding upon all Owners, successors in interest as set forth in this Declaration, including any person who holds such interests as security for the payment of any obligation including any mortgagee or other security holder in actual possession of any Lot by foreclosure or otherwise and any other person taking title from such security holder.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 22 day of FEB, 1995.

JERRY L. KNIGHTEN CONSTRUCTION COMPANY, INC.

By

Jerry L. Knighten
Garrith D. Perrine
 GARRITH D. PERRINE

Linnea L. Perrine
 LINNEA L. PERRINE

STATE OF CALIFORNIA, County of Shasta, ss:

The foregoing instrument was acknowledged before me this 22nd day of February, 1995, by Jerry L. Knighten as President of JERRY L. KNIGHTEN CONSTRUCTION COMPANY, INC., on behalf of said corporation.



Sherri Ann Bradley
 Notary Public for California
 My Commission Expires:

STATE OF CALIFORNIA, County of Shasta, ss:

The foregoing instrument was acknowledged before me this
23rd day of February, 1995, by GARRITH D. PERRINE



Sherri Ann Bradley
 Notary Public for California
 My Commission Expires:

STATE OF CALIFORNIA, County of Shasta, ss:

The foregoing instrument was acknowledged before me this
23rd day of February, 1995, by LINNEA L. PERRINE.



Sherri Ann Bradley
 Notary Public for California
 My Commission Expires:

STATE OF OREGON)
 COUNTY OF DESCHUTES) ss.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND
 RECORDER OF CONVEYANCES, IN AND FOR SAID
 COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT WAS RECORDED THIS DAY:

95 FEB 27 AM 10:36

MARY SUE PENHOLLOW
 COUNTY CLERK

BY [Signature] DEPUTY
95-05661
 NO. _____ FEE 4.50
 DESCHUTES COUNTY OFFICIAL RECORDS